

Parties were in New York for the Film's premiere, Ms. Case and Ms. Koslow exchanged text messages wondering if Jed had already started work: Ms. Koslow asked, "Is Jed officially on the Justin stuff." Ms. Case replied, "No clue. *I shared all the info with him* but he said he wanted to talk to Melissa. But the comments are exactly our messaging so I'm assuming yes?" Ms. Koslow replied, "Ok - so who would be sourcing with family on TikTok." Ms. Case responded, "Yes exactly that's why I think it's Jed." Later that day, Ms. Case texted Ms. Nathan and Ms. Koslow and asked, "Is Jed doing anything on Justin? I'm having Zoe monitor but that's not the same lol." Ms. Nathan replied, "Not yet. They've not signed him on." Ms. Case responded: "Urg I wish they'd get a move on... all they care about is social right now and we can't do anything about it lol." On August 7, Ms. Case, Ms. Koslow and Ms. Nathan texted while on a phone call with other parties, with Ms. Nathan saying "I can't With these people I'm going to vomit." One message below in the chain, Ms. Koslow remarked "So then hire fucking Jed!!!!," and Ms. Case replied "HIRE FUCKING JED." Afterwards, on the same chain, Ms. Case texted: "Jed said his team is ready to go by the way." Ms. Nathan replied, "Great, lol let them go." Later that day, after wrapping up a zoom about how to address the emerging story that Ms. Lively had raised concerns about misconduct on the set of the Film, Ms. Koslow circulated a text message that said "Next steps:

- Today Show (should be fine) [The Today Show films in New York]
- Pocket Lines (we'll send through several lines for the few points we discussed)
- Continued conversations with journalists
- *Social attack*
- Re-connect to chat through what information we've gathered."

293c. On August 7, Ms. Case emailed Mr. Wallace, Ms. Abel, Ms. Nathan, and Ms. Koslow, introducing Mr. Wallace to Ms. Abel. Ms. Case wrote: "Jen – Jed and his team are

absolute magicians. *Jed – Wayfarer would like to move forward ASAP with social / digital mitigation and remediation.*” Ms. Case asked to set a call for the following day to discuss.

293d. Ms. Abel responded, copying the full chain including Mr. Wallace. The time stamp on the email from Ms. Case, to which Mr. Wallace responded, showed that she had received it in a time zone one hour ahead of Mr. Wallace’s location in Texas, indicating that Ms. Case was in New York. Ms. Abel wrote: “I’m so sorry I’m in morning press from 630am on, and we head straight to Chicago.” Ms. Abel was in New York at the time of that email for the premiere of the Film. Given Ms. Abel’s unavailability for a call the following morning, Ms. Case told Mr. Wallace that the “TAG team” would “connect with you directly on this!”

293e Also on August 7, Ms. Butler discussed sharing “what we sent for 30k” [the updated price quoted for Mr. Wallace’s services] “with Jed on signal,” and attaching screenshots of a plan, acknowledging “the integral part here is to execute all without fingerprints.” That plan included “leverag[ing] relationships with Discord, Reddit, X, IG, TikTok, YouTube, etc., to expose behavior of Blake and other parties, both current and past and engage directly with communities to adjust or influence the conversations taking place in real time” as well as “utiliz[ing] CTR manipulation and contextual links to push up positive PR to change subject matter opinion....”, “taking down full Reddit and social accounts as needed,” and “[o]rganically engaging with audiences in the right way, starting threads of theories the team approves of, and asking questions that no longer place Wayfarer and Justin on the back foot.” Ms. Butler added: “This is what we sent, it needs to be kickstarted how do we kickstart.” Each of Instagram, TikTok, and YouTube have offices in New York. Reddit and X also have employees based in New York.

293f. The next morning, August 8, Melissa Nathan emailed Jamey Heath and Mr. Wallace to introduce them both. She wrote: “Hi Jamey,[sic] Please meet Jed who will be having his team



assist on all social activity based off our own conversations as well as their digital plan you are in receipt of. He is aware that we are going for their Quote two option for \$30,000 PM for 3 months Jed and team has worked on some of the most monumental BTS projects globally and I'm extremely happy to make this intro between you both." Katie Case quickly followed up with an email to the same chain attaching an invoice for \$30,000 from Street Relations. (Wayfarer transmitted payment for that invoice on September 16. Ultimately, for each of the following two months, TAG transmitted Street Relations' invoices for \$30,000 each to Wayfarer, and Wayfarer paid each one).

293g. Meanwhile, Mr. Wallace responded enthusiastically on the email chain with Mr. Heath and Ms. Nathan. In the morning of August 8, Mr. Wallace wrote, "Jamey, an absolute pleasure. While the circumstances are the circumstances, *this is our wheelhouse and have it prioritized across all platform-specific specialists working for me.*" On August 9, responding to an inquiry about the invoice, and whether the engagement would fall under Wayfarer's "agreement with [TAG] and that TAG is subcontracting Street Relations," Mr. Wallace wrote: "I'm so sorry for the delayed response, just wrapped a long flight but *my team is/has been in full throttle mode on our Wayfarer focus!*" Mr. Wallace added: "We will work in lockstep with TAG but engaged separately."

294h. On August 10, Mr. Heath and Mr. Wallace began exchanging text messages. Mr. Heath asked Mr. Wallace to give him a call. Shortly after midnight on August 11, Mr. Heath wrote to Mr. Wallace that he "appreciated this message," and "I could tell after speaking to you what you are about." Mr. Heath continued, "*As for Signal, I'm not on it but will set that up this week for sure.* I'll let you know once I've done that. Again, thank you and I look forward to never having

to work with you again after this, and yet I know where to turn should I ever need to. (You get the point).” Mr. Heath concluded with a winky-face emoji.

293i. On August 9, Ms. Case shared a photograph with Ms. Koslow and commented “thank the lord for Jed.” Ms. Koslow agreed, “Thank god.” Later, Ms. Case looked back on this time period and reflected that “Jed didn’t come on until what? Thursday?” August 8, 2024 was a Thursday. Also on August 9, Ms. Koslow asked, during a conversation about how to manipulate the narrative about Ms. Lively and Mr. Baldoni, “to Jedd’s [sic] voice note was he given the direction to backend this online as all part of marketing?”

293j. On August 10, Jen Abel sent on a thread including Ms. Nathan, Mr. Heath, Ms. Case, Ms. Koslow, and others a link to a Hollywood Reporter article, adding “Sharing this here too in case digital has an idea of how to amplify.” Ms. Case replied: “Thank you! We’ll share this as well — *at the very least ask for engagement in the comments.*”

293k. On August 12, Ms. Case and Ms. Butler exchanged text messages, with Ms. Nathan copied, sharing a social media post and some TikToks critical of Ms. Lively’s promotion of the Film, wondering to each other whether their coordinated efforts with Mr. Wallace were responsible for the posts. Ms. Case remarked, “*if it was JUST comments I’d be like oops.*” Later that day, Ms. Nathan reported to Ms. Case and Ms. Koslow after a phone call with Mr. Heath that “They called Jed. Apparently it’s not good.” Ms. Case replied, “Why.... *He’s done a wonderful job.*”

293l. It is public knowledge that Ms. Lively resides in New York with her family. However, Mr. Wallace certainly understands that Ms. Lively resides in New York and was engaged in promoting the Film in New York, because Mr. Wallace has sworn under penalty of perjury that he was, at a minimum, engaged in “passive observation and analysis of the social media environment as it pertained to *It Ends With Us.*” ECF No. 142-1, at ¶ 30. That social media environment was



rife with posts demonstrating Ms. Lively's connections to and residence in New York, and the efforts to promote the Film in New York, including by Mr. Wallace and Street Relations' co-conspirators. For example, simultaneously with Ms. Nathan's initial outreach to Mr. Wallace, Ms. Lively posted photographs on her Instagram account showing interior shots of her New York City apartment, partly to promote the Film. The Instagram posts included the hashtag #itendswithusmovie. As one example, on August 4, 2024, Ms. Lively posted a photograph of herself inside her apartment with the hashtag #itendswithusmovie and the caption "Blue jean baby. N.Y. lady. @#itendswithusmovie AUG 9th."





As another example, August 3, 2024, Ms. Lively posted a photograph on Instagram of her standing on a New York City sidewalk, with the tag @#itendswithusmovie and a caption stating, in part, “Thank you for having me . . . on Kelly and Mark (airs Wednesday),” a reference to having just taped an interview on Live with Kelly and Mark, an ABC talk show that tapes in New York City.

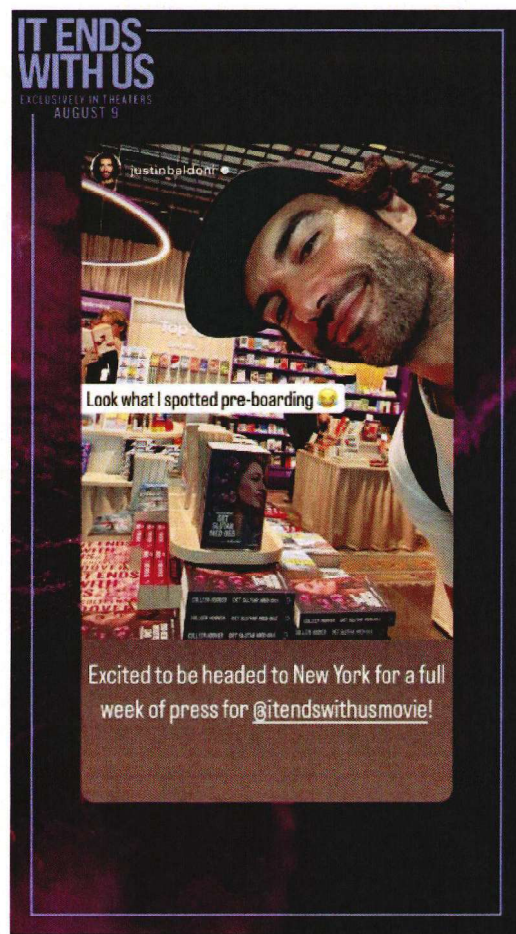


On August 5, 2024, People published an article titled “Blake Lively Shares a Look Inside Her N.Y.C. Apartment with Ryan Reynolds,” listing the social media posts that Ms. Lively had posted in connection with the It Ends With Us promotional tour. <https://people.com/blake-lively-shows-off-her-apartment-and-outfits-see-the-photos-8690302>. On August 6, 2024, Page Six posted a story titled “All the times ‘interior designer’ Blake Lively shared a glimpse of her and



Ryan Reynolds’ rustic NYC apartment,” listing the many previous occasions on which Ms. Lively had shared that information on her social media. Leah Bitsky, *All the Times ‘Interior Designer’ Blake Lively Shared a Glimpse of Her and Ryan Reynolds’ Rustic NYC Apartment*, Page Six (Aug. 6, 2024), <https://pagesix.com/entertainment/inside-interior-designer-blake-livelys-rustic-nyc-apartment-with-ryan-reynolds/>. Anyone engaged in “passive observation and analysis of the social media environment as it pertained to *It Ends With Us*” would have been aware of these posts, and hence of Ms. Lively and her family’s residence in New York.

293m. On August 4, 2024, Justin Baldoni appeared in an Instagram story that included a photograph of him in an airport bookstore, with the caption “Excited to be heading to New York for a full week of press for @itendswithusmovie!”



Anyone engaged in even “passive observation and analysis of the social media environment as it pertained to It Ends With Us” would have been aware of that post. Mr. Wallace was also aware of his co-conspirators’ residence in New York, including because he participated in several text message or Signal chains with other phone numbers having New York-based area codes.

293n. While Mr. Wallace swore that he concluded work “related to Justin Baldoni” in “early November 2024,” ECF No. 142-1, ¶ 26, and the Court relied on that sworn statement in granting his motion to dismiss, ECF No. 426, at 14, documents produced during discovery—including from third party The Skyline Agency, a digital marketing agency that contracts with TAG—show that Mr. Wallace was still working with the Wayfarer Parties behind the scenes at least into early 2025 in connection with the retaliatory lawsuit that they filed against Ms. Lively and Mr. Reynolds in New York—that is, the *Wayfarer Studios LLC v. Lively* action that was consolidated with this one, and which the Court dismissed in full on June 9, 2025. See ECF Nos. 50, 296; No. 25-cv-449, ECF No. 1. In internal conversations among Skyline employees about setting up thelawsuitinfo dot com—the website that the Wayfarer Parties used, and are still using, to promote a public narrative about their New York-based retaliatory litigation—one Skyline employee remarked to the other that “Jed also needs to do some kind of military grade security on the backend.” And other documents produced in discovery make clear that Mr. Wallace was significantly involved in, and directing, the construction and contents of that website. In other words, although Mr. Wallace was not a plaintiff in the Wayfarer Parties’ retaliatory lawsuit against Ms. Lively, he was actively supporting it in the background and attempting to manipulate public opinion relating to it—all while fully aware that the Wayfarer Parties’ retaliatory countersuit would be filed, and was being maintained, in New York. Further, given that Mr. Wallace remained involved in closely coordinated work with the other Defendants from early August 2024 at least into early 2025, it is implausible that he would not have learned during that time, and certainly prior to the filing of the retaliatory lawsuit and the construction of the related website, that Ms.



Case and Ms. Koslow were New York residents actively transacting business in New York on behalf of TAG and otherwise in order to perform numerous overt acts in furtherance of the conspiracy.

**F. The Defendants and Their Agents Continue to Perpetrate Their Retaliation Campaign against Ms. Lively.**

294. Ms. Lively exhausted jurisdictional prerequisites to filing this lawsuit by timely filing a complaint regarding the behaviors identified herein with the California Civil Rights Department on December 20, 2024 and thereafter sent a Cease and Desist letter to the Wayfarer Parties. By the next morning, rather than replying to Ms. Lively's attorneys, the Defendant's attorney, Bryan Freeman, made defamatory on-the-record statements about Ms. Lively to the media, and numerous articles reporting on Mr. Freedman's statements referenced specific details in Ms. Lively's CRD Complaint.

295. In response to the CRD Complaint, Mr. Baldoni's team admitted to reveling in shaping stories about Ms. Lively. On December 22, 2024, after Ms. Lively's CRD Complaint was leaked to the press, Ms. Abel posted to a PR and Marketing group on Meta to "defend" herself among her peers. Stunningly, even while attempting to deny Ms. Lively's allegations, Ms. Abel conceded the retaliatory nature and intent of the "campaign," stating that Wayfarer, Mr. Baldoni, and the larger team had "prepared for"—that is, conspired to perpetrate—a smear campaign, including negative press and a social combat plan, and had further been prepared to take "over the top" steps "to protect" Mr. Baldoni.<sup>45</sup>

296. Further, since receiving such notice of the CRD Complaint, on information and belief, Wayfarer, Mr. Baldoni, Mr. Heath and their associates ramped up their retaliation campaign against Ms. Lively, continuing their efforts to "bury" and "destroy" her to this date. Deploying the same 'flood the zone' tactics to "overwhelm" the process and "confuse[] people," Defendants, and their agents acting at their direction, have pursued a highly public, media blitz

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<sup>45</sup> Josh Dickey, *Publicist for Justin Baldoni Denies Blake Lively Smear Campaign: 'The Internet Did the Work for Us'*, TheWrap (Dec. 23, 2024), <https://www.thewrap.com/justin-baldoni-publicist-blake-lively-jennifer-abel-smear-campaign-ends-with-us/>.

of ego and privilege,” and “a new, unforgivable low for Ms. Lively.”<sup>54</sup>

307. Similarly, before filing this Amended Complaint, Ms. Lively attempted to depose Wallace in Texas to investigate the nature and scope of Wallace’s role in implementing and carrying out the campaign against her. Mr. Wallace repeatedly evaded and obstructed Lively’s persistent efforts to serve him. Worse, Mr. Wallace’s counsel made blatant misrepresentations during Lively’s efforts to serve him—first agreeing to accept service and later denying such statements were made and refusing to comply with alternative methods of service. On January 23, 2025, the process server received a text message from an associate at Liner Freedman Taitelman + Cooley LLP stating: “The law firm Liner Freedman Taitelman + Cooley LLP will accept service for him. Do not try to serve him again. Thank you.” Yet Mr. Freedman later claimed that “my office never agreed to accept service of process of anything” and thereafter denied any arrangement to accept service. After purposefully dodging service for more than a week and failing to take responsibility for his actions, on February 4, 2025, Mr. Wallace filed a plainly retaliatory lawsuit against Ms. Lively in Texas.

308. While refusing to accept service and weaponizing the results of such refusals, counsel for Mr. Wallace additionally insisted upon pursuing in-person service of Ms. Lively even though her counsel accepted service and filed a waiver of service on February 7, 2025. Mr. Wallace’s counsel continued to threaten to pursue Ms. Lively with personal service (even though she had accepted service already) unless Ms. Lively’s counsel agreed to accept his unwarranted demands, including one fraudulent attempt to gain access to Ms. Lively’s property by falsely representing that the process server worked for a food delivery service.

309. The insistence on harassing Ms. Lively and her family with attempts to effectuate personal service has continued notwithstanding that Plaintiffs’ prior attempts at service on the evening of January 18, 2025, resulted in one of Ms. Lively and Mr. Reynolds’ employees

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<sup>54</sup> See Emma Powell, *Blake Lively’s wildfire help came as her lawyers brought legal action against Justin Baldoni’s team while fires ravaged their homes*, Daily Mail (Jan. 10, 2025, 11:32 AM), <https://www.dailymail.co.uk/tvshowbiz/article-14270853/blake-lively-Los-Angeles-fires-Justin-Baldoni-lawsuit.html>.



~~Defendant It Ends With Us Movie LLC and Defendant Wayfarer.~~

~~432. Through Defendant Wayfarer's conduct, Defendant It Ends With Us Movie LLC's breach of its obligations under the Contract Rider Agreement has caused and will continue to cause irreparable injury to Ms. Lively both personally and professionally.~~

~~433. Such breach of obligations under the Contract Rider Agreement was a substantial factor in causing Ms. Lively's harm.~~

**TENTH CAUSE OF ACTION**

**(Intentional Infliction of Emotional Distress)**

***Against Wayfarer, It Ends With Us Movie LLC, Baldoni, Heath, Sarowitz, Nathan, TAG, Abel, Wallace, and Street Relations***

~~434. Ms. Lively hereby repeats, reiterates, re-alleges and incorporates by reference each and every allegation of the Complaint as if fully set forth fully herein.~~

~~435. Defendants Wayfarer, It Ends With Us Movie LLC, Baldoni, Heath, Sarowitz, Nathan, TAG, Abel, Wallace, and Street Relations intentionally engaged in extreme and outrageous conduct toward Ms. Lively, which conduct was so extreme as to exceed all bounds of that usually tolerated in a civilized community. Defendants' conduct included soliciting, developing, implementing, and promoting a covert multi-tiered press and digital plan that Defendants themselves described as "social manipulation" regarding Ms. Lively to destroy her reputation and career in retaliation for exercising her legally protected right to speak up about their misconduct on the set of the Film, and to deter or prevent Ms. Lively from publicly disclosing Defendants' harassing and discriminatory conduct. See ¶¶ 115, 191, 221.~~

~~436. Defendants Wayfarer, It Ends With Us Movie LLC, Baldoni, Heath, Sarowitz, Nathan, TAG, Abel, Wallace, and Street Relations intended to cause Ms. Lively emotional distress. In the alternative, and at the least, these Defendants acted with reckless disregard of the probability that their conduct would cause Ms. Lively to suffer emotional distress.~~

~~437. Ms. Lively suffered severe emotional distress as a result of these Defendants' conduct.~~

~~438. The outrageous conduct by Defendants Wayfarer, It Ends With Us Movie LLC, Baldoni, Heath, Sarowitz, Nathan, TAG, Abel, Wallace, and Street Relations was a substantial factor in causing Ms. Lively's severe emotional distress, and was the actual and proximate cause of the emotional distress.~~

~~439. Defendants Wayfarer, It Ends With Us Movie LLC, Baldoni, Heath, Sarowitz, Nathan, TAG, Abel, Wallace, and Street Relations acted with oppression, fraud, or malice as defined by the California Civil Code § 3294 and engaged in highly reprehensible conduct warranting punitive damages.~~

~~**ELEVENTH CAUSE OF ACTION**~~  
~~**(Negligence Infliction of Emotional Distress)**~~  
~~***Against Wayfarer, Baldoni, and Heath***~~

~~440. Ms. Lively hereby repeats, reiterates, re-alleges and incorporates by reference each and every allegation of the Complaint as if fully set forth fully herein.~~

~~441. Defendants Wayfarer, Baldoni, and Heath owed a duty of care to maintain a safe working environment, free of harassment and retaliation, to avoid causing foreseeable harm to Ms. Lively.~~

~~442. At all times mentioned, it was reasonably foreseeable that Ms. Lively would suffer harm if these Defendants perpetuated, participated in, or failed to address the conduct described in the preceding paragraphs.~~

~~443. In engaging in the conduct described in this complaint, these Defendants breached the duty of care to Ms. Lively and affirmatively contributed to and caused Ms. Lively's injuries.~~

~~444. Ms. Lively suffered serious emotional distress as a result of Defendants' negligent conduct.~~

~~445. The negligence of Defendants Wayfarer, Baldoni, and Heath was a substantial factor in causing Ms. Lively's emotional distress.~~

~~446. As a direct and proximate cause of their misconduct as alleged herein, Ms.~~



Defendant It Ends With Us Movie LLC and Defendant Wayfarer.

432. Through Defendant Wayfarer's conduct, Defendant It Ends With Us Movie LLC's breach of its obligations under the Contract Rider Agreement has caused and will continue to cause irreparable injury to Ms. Lively both personally and professionally.

433. Such breach of obligations under the Contract Rider Agreement was a substantial factor in causing Ms. Lively's harm.

**TWELFTH CAUSE OF ACTION**

**(False Light Invasion of Privacy – California Const., Art. I, § 1)**

***Against Wayfarer, Baldoni, Heath, Sarowitz, Nathan, TAG, Abel, Wallace, and Street Relations***

434. Ms. Lively hereby repeats, reiterates, re-alleges and incorporates by reference each and every allegation of the Complaint as if set forth fully herein.

435. As alleged herein above, Defendants Wayfarer, Baldoni, Heath, Nathan, TAG, Abel, Wallace, and Street Relations publicly disclosed information or material regarding Plaintiff's marketing decisions, moral character, private life, and family, which showed Ms. Lively in a false light.

436. The false light created by the disclosures of these Defendants would be highly offensive and objectionable to a reasonable person in Ms. Lively's position, in that it made Ms. Lively the object of scorn, pity, ridicule, humiliation, and other suffering.

437. These Defendants knew the public disclosures would create a false impression about Ms. Lively or acted with reckless disregard for the truth.

438. As a direct and proximate result of the said publicity and false and misleading disclosures, Ms. Lively sustained harm, including to her business and profession, as well as her reputation. Further, Ms. Lively has suffered, and continues to suffer, from grief and anxiety as a result of the near-overnight change in public sentiment regarding her reputation, work, and brands. As a further direct and proximate result of the said disclosures, Ms. Lively has suffered loss of income and interference with future income.

439. The conduct of Defendants Wayfarer, Baldoni, Heath, Sarowitz, Nathan, TAG, Abel, Wallace, and Street Relations as described herein was a substantial factor in causing Ms. Lively harm, constituted a serious invasion of Ms. Lively's right to privacy, and was an egregious breach of social norms that shocks the conscience.

440. Defendants have engaged in the alleged conduct above with oppression, fraud and malice. Accordingly, Ms. Lively is entitled to an award of punitive and exemplary damages in an amount to be proved at trial.

### **THIRTEENTH CAUSE OF ACTION**

**(Sexual Harassment in Violation of California Civil Code – Civ. Code, § 51.9)  
*Against Baldoni and Heath***

441. Ms. Lively re-alleges and incorporates by reference every allegation of the Complaint as if fully set forth in this paragraph.

442. At all times herein mentioned, Defendants Baldoni and Heath, as a director or producer of the Film and as operators of Wayfarer, had a professional relationship with Ms. Lively.

443. In engaging in the conduct described in this Complaint, Defendants Baldoni and Heath subjected Ms. Lively to harassing conduct based on sex and/or gender. *See* ¶¶ 73–107. Defendants Baldoni and Heath's behavior as described in this Complaint was unwelcomed, pervasive or severe, such that it altered the conditions of the business relationship by creating a work environment that is hostile, intimidating, offensive, oppressive, or abusive.

444. As a direct, foreseeable, and proximate result of Defendants Baldoni and Heath's unlawful actions, Ms. Lively has suffered and continues to suffer substantial damages, including, but not limited to, past and future losses in earnings, equity, and other employment benefits and has incurred other economic losses.

445. As a further direct, foreseeable, and proximate result of Defendants Baldoni and Heath's unlawful actions, Ms. Lively has suffered emotional distress, humiliation, shame, and embarrassment all to the Ms. Lively's damage in an amount to be proven at time of trial.



sexual harassment.

459. Defendants Wayfarer, Baldoni, and Heath endorsed and adopted the false allegations as their own, including by instructing their agents to publish and republish, or causing to publish and republish, the false allegations with full knowledge of their falsity or reckless disregard for their truth.

460. Defendants Wayfarer, Baldoni, and Heath had no applicable privilege or legal authorization to make these false and defamatory statements.

461. Defendants Wayfarer, Baldoni, and Heath, through their agents, published these statements so that they were heard, viewed, or read millions of times around the world.

462. The false and defamatory statements damaged Ms. Lively's reputation in the general public, in her profession, in her personal life, in her neighborhood, and with friends, relatives, and neighbors.

463. As a direct and proximate result of the publication of the false and defamatory statements, Ms. Lively has suffered significant general, actual, consequential, and special damages including, without limitation, impairment of reputation and standing in the community and in her profession, personal humiliation, mental anguish and suffering, emotional distress, stress, anxiety, lost earnings, and other pecuniary loss.

464. Defendants Wayfarer, Baldoni, and Heath are aware of the ongoing harm Mr. Lively was experiencing,

465. Defendants have engaged in the alleged conduct above with oppression, fraud and malice. Accordingly, Ms. Lively is entitled to an award of punitive and exemplary damages in an amount to be proved at trial.

#### **FIFTEENTH CAUSE OF ACTION**

**(Civil Conspiracy)**  
***Against All Defendants***

466. Ms. Lively hereby repeats, reiterates, re-alleges, and incorporates by reference each and every allegation of the Complaint as if fully set forth herein.

467. As alleged herein, Defendants formed a group of two or more persons who agreed to a common plan or design to commit unlawful and tortious acts.

468. As alleged herein, each Defendant committed numerous wrongful, unlawful, and tortious acts pursuant to Defendants' common plan, design and/or agreement.

469. As alleged herein, Ms. Lively suffered damages from Defendants' wrongful, unlawful and tortious acts committed in furtherance of Defendants' conspiracy.

#### **PRAYER FOR RELIEF**

WHEREFORE, Plaintiff prays for the following relief:

1. For a money judgment representing compensatory damages including consequential damages, lost wages, earning, and all other sums of money, together with interest on these amounts, in an amount to be proven at trial;
2. For an award of money judgment for mental pain and anguish and severe and serious emotional distress, in an amount to be proven at trial;
3. For pre- and post-judgment interest;
4. For statutory and civil penalties;
5. For punitive damages according to proof;
6. For attorneys' fees and costs incurred by Ms. Lively; and
7. For such other legal and equitable relief as the Court deems appropriate.

#### **DEMAND FOR JURY TRIAL**

Ms. Lively demands a jury trial on all causes of action triable by jury.

[SIGNATURES ON FOLLOWING PAGE]

**Dated: July 30, 2025**

Respectfully submitted,

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